

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA  
NORTHERN DIVISION**

<b>JENNIFER PIGGOTT, et al.,</b>	)	
	)	
<b>Plaintiffs,</b>	)	
	)	
<b>v.</b>	)	
	)	
<b>GRAY CONSTRUCTION, INC.,</b>	)	<b>Case No. 2:06-cv-01158-MEF-TFM</b>
	)	
<b>Defendant and</b>	)	
<b>Third Party Plaintiff,</b>	)	
	)	
<b>v.</b>	)	
	)	
<b>COOPER STEEL</b>	)	
<b>FABRICATORS, INC., et al.,</b>	)	
	)	
<b>Third Party Defendants.</b>	)	

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**FREELAND HARRIS CONSULTING ENGINEERS OF  
KENTUCKY, INC.’S CROSS-CLAIM AGAINST FREELAND  
HARRIS CONSULTING ENGINEERS OF GEORGIA, INC.**

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COMES NOW Third Party Defendant Freeland Harris Consulting Engineers of Kentucky, Inc. (“Freeland Harris-Kentucky”) and, pursuant to Rule 13(g) of the Federal Rules of Civil Procedure, brings the following cross-claim against Third Party Defendant Freeland Harris Consulting Engineers of Georgia, Inc. (“Freeland Harris-Georgia”):

**COUNT ONE—Contractual Indemnity**

1. Freeland Harris-Kentucky contracted with GNF Architects and Engineers, P.S.C. (“GNF”) to provide structural engineering and design services for the construction of the Hwashin American Corporation’s manufacturing facility in Greenville, Alabama (the “Project”).

2. Freeland Harris-Kentucky subcontracted and assigned all of its rights, duties, interests, and obligations pursuant to the contract with GNF to Freeland Harris-Georgia by subcontract dated July 20, 2003 (the “Subcontract”).

3. As a part of the Subcontract, Freeland Harris-Georgia agreed to “indemnify, defend and hold [Freeland Harris-]Kentucky harmless from any claims of any sort whatsoever, arising out of [Freeland Harris-]Georgia’s performance under the Prime Contract” with GNF.

4. Freeland Harris-Georgia performed all of the professional services required in the underlying contract. Freeland Harris-Kentucky did not perform any services on the Project.

5. The claims asserted against Freeland Harris-Kentucky in Gray Construction, Inc.’s (“Gray”) Third Party Complaint are based on or arise from alleged acts or omissions by Freeland Harris-Georgia in its performance under the contract with GNF.

6. Pursuant to the Subcontract, Freeland Harris-Georgia is obligated to indemnify, hold harmless, and defend Freeland Harris-Kentucky in this matter.

**COUNT TWO–Common Law Indemnity**

7. Freeland Harris-Kentucky adopts and incorporates the allegations of the preceding paragraphs as if fully set forth herein.

8. Freeland Harris-Kentucky did not owe any contractual or legal duty to any party, provided no services or any kind in connected with the Project, and denies any liability to any party in this case. Upon information and belief, Freeland Harris-Kentucky further denies that Freeland Harris-Georgia committed any act or omission which caused or contributed to the collapse of the roof at the Hwashin facility, or any other event which gave rise to any claim asserted in this lawsuit.

9. However, any finding of liability against Freeland Harris-Kentucky in this lawsuit could only be based on the negligent or otherwise wrongful acts or omissions of Freeland Harris-Georgia. Freeland Harris-Georgia would therefore be liable to Freeland Harris-Kentucky to the same extent Freeland Harris-Kentucky is liable to Gray or any other party, any additional damages incurred by Freeland Harris-Kentucky, and its costs of defense.

WHEREFORE, Freeland Harris-Kentucky demands judgment in its favor and a determination by this Court that Freeland Harris-Kentucky is entitled to

indemnification for any judgment, as well as its costs of defense in this action, from Freeland Harris-Georgia, as well as any and all other relief which this Court deems necessary or appropriate.

s/ Charles K. Hamilton

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**CERTIFICATE OF SERVICE**

I hereby certify that on September 21, 2007, I electronically filed the foregoing **Freeland Harris Consulting Engineers of Kentucky, Inc.'s Cross-Claim Against Freeland Harris Consulting Engineers of Georgia, Inc.** using the CM/ECF system which will send notification of such filing to the following:

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